



Terms and Conditions

A. The Event

1. **"Be A #StayTrue Winner Contest"** ("the Event") is organised by **Yamaha Music (Malaysia) Sdn Bhd** ("the Organiser").
2. Event Period: **From 20 August 2020 to 30 September 2020**. Entries received after 30 September 2020 or entries that are incomplete, inaccurate or illegible will be disqualified.
3. The Organiser may, at its absolute discretion, change the Event Period and such changes if any will be posted on the Organiser's website at "my.yamaha.com"
4. The Event is open to all Malaysians age 18 years old and above and residing in Malaysia ("the Participants").
5. Employees of the Organizer and members of the Employees' immediate family are not eligible to participate in the Event.
6. The Organiser reserves the right to change, vary or amend the Terms and Conditions set out herein from time to time by publishing the changes in the Organiser's website.
7. By participating in the Event, the Participant is deemed to have accepted and agreed to be bound by the Terms and Conditions set out herein including any amendment or variation thereto, other instructions, terms and conditions that the Organiser may make or issue from time to time.
8. The Organiser reserves the right to, at its sole discretion, cancel, modify, suspend, postpone or delay the Event for any reasons at any time.

B. Prizes to be won

- 1 x GRAND PRIZE – a Yamaha Wireless Earphone TW-E7A
- 1 x 2nd PRIZE – a Yamaha Wireless Earphone TW-E3A
- 1 x 3rd PRIZE – a Yamaha Wireless Earphone EP-E30A
- 20 x Consolation PRIZE – a Limited Edition Yamaha Merchandise

C. How to participate

1. Participant to fill out the form with their **full name, state, city, telephone number and email address**; and
2. **Answer three (3) questions.**
3. By submitting the entry, the Participant acknowledge that the Participant has read, understood and agreed to the Organiser's Privacy Policy and agrees and grants to the Organiser the exclusive rights to use the Personal Data of the Participant in accordance with the Organiser's Privacy Policy, the entry or the material submitted thereof for any commercial use and purposes of the Organiser both locally and globally.
4. The Organiser will not accept entry that are in the sole opinion of the Organiser, lewd, obscene, defamatory, offensive or bear any content that are deem inappropriate and the Organiser shall not be liable in any way whatsoever for any such inappropriate entry photo and contents.
5. Entry that do not fulfil any of the Terms and Conditions herein stated will be automatically disqualified without notice from the Organiser.

D. Decision and Winners

1. Winner will be selected by the Organiser from all qualified entries received by the best answer given or by any other way to be determined absolutely by the Organiser without notice and the Organiser's decision is final.
2. Each winner will be entitled to one prize only.

3. The Organiser reserves the right at its absolute discretion to substitute any of the prizes with alternative prizes at any time without prior notice. Prizes are not transferable or exchangeable for other products or for cash.
- 4.. The winners will be notified within 3 days from **12th October 2020** via email and/or telephone contact as shall be provided by the winners, and the winners are required to respond within 7 days of the notification in order to be eligible winners. Winners that do not respond will be forfeited.
5. The winners are required to produce their original NRIC, contact number and Email address submitted in the form when collecting the prizes.
6. Acceptance of the prize shall constitute consent on the part of the winner to allow the use of the winner's name, personal data, photo, contents, image, voice by the Organiser for editorial, advertising, promotional, marketing and/or other purpose without further compensation.
7. All prizes must be collected from the Organiser's Head Office at Yamaha Music (Malaysia) Sdn. Bhd., No. 8, Jalan Perbandaran, Kelana Jaya, 47301 Petaling Jaya, Selangor Darul Ehsan during the Organiser's normal business days and hours or from any venue, date and time to be determined solely by the Organiser as shall be notified by the Organiser. Unclaimed prizes after the lapse of one (1) Week from the date the results are announced will be forfeited and the Organiser shall be at liberty to deal with the unclaimed prizes free from any claim or compensation in any manner it deems appropriate.
8. All Participants and winners are fully responsible for all costs and expense of transportation, accommodation and any other cost or expenses incurred in relation to their participation in the Event.
9. The Organiser shall not under any circumstances be liable for any loss, injury, damage howsoever arising beyond the control of the Organiser or malfunctioning of or a defect of any of the prize or loss of use of the prize.

E. Personal Data – Consent by Participants

1. By participating in the Event and submitting to the Organiser messages and personal information or other information of the Participant as may be required by the Organiser for the Event or purposes related to the Event and by so providing the Organiser with the completed Personal Data, the Participant agree that the Organiser will collect, use and store the Participant's Personal Data in accordance with the Organiser's Privacy Policy as may be amended or updated from time to time.
2. The Organiser will only collect information from the Participant or about the Participant by lawful means that is necessary for one or more of the purposes and activities it was needed for, for processing of the Personal Data relating to the Event, for updating of the Personal Data, for advertising and promotion and for any purpose as required by law and regulation except where the Participant's consent to the Organiser using that Personal Data for another purpose, or where the other purpose is related to the main purpose and that the Participant would reasonable expect the Organiser to use the Personal Data for that other purpose.
3. The Organiser reserves the right to video, photograph, record and/or publish any of the Participants' images, Personal Data, materials for any form of publicity relating to the Event free from any cost.
4. By participating in the Event, the Participants give consent to the Organiser, free from any cost or claim:
 - (i) to use the Personal Data on internet, in videos, photographs, write-ups, , record and/or publish the Participants' images, personal data, materials for any form of publicity relating to the Event or any other materials for the purpose of advertising and promotion in any form and media including the right to reproduce likeness or images; and
 - (ii) the Participants shall indemnify the Organiser absolutely from any claims or litigations whatsoever arising from the Organiser' use of the Personal Data.